

CITY OF BEDFORD

Bedford, Virginia

Regular Council Meeting

A G E N D A

September 27, 2005

7:30 p.m.

Administrative

Approval of Minutes
Report of City Manager
Council Comments
Report of Council Committees
Revisions to Agenda

Public Hearings

Consent Agenda

- | | |
|-----------------|---|
| 1-PW-6-1-1-9-27 | Request to Block Streets for YMCA's Annual Peaks of Otter Christmas Classic Foot Race – Bedford Area YMCA |
| 2-PW-6-1-1-9-27 | Request to Block Streets – Bedford Main Street, Inc. |

Old Business

New Business

- | | |
|-------------------|---|
| 3-MISC-2-2-1-9-27 | Renewal of Agreement – Bedford Community Health Foundation |
| 4-W/S-1-1-9-27 | Proposal – Sanitary Sewer System Evaluation and Capacity Assurance Plan |
| 5-CITY-9-27 | Purchase of Property for Proposed Solid-Waste Transfer Station (roll call) |
| 6-PD-5-1-9-27 | Presentation – U. S. Department of Justice Law Enforcement Technology Grant |
| 7-ST-10-1-9-27 | Change in Deputy Emergency Management Coordinator |
| 8-CITY-9-27 | Resolution of Official Intent to Reimburse Expenditures with Proceeds of a Borrowing (roll call) |
| 9-ELEC-1-1-9-27 | Resolution – Public Power Month |
| | Closed Session pursuant to Section 2.2-3711 (a) (3) of the Code of Virginia of 1950, as amended, for discussion of real estate – lease of Bedford Chamber of Commerce, Inc. (roll call) |
| | Closed Session pursuant to Section 2.2-3711 (a) (1) of the Code of Virginia of 1950, as amended, for discussion of personnel matters (roll call) |

**CITY OF BEDFORD, VIRGINIA
CITY COUNCIL
ACTION FORM**

ITEM: Consent Agenda

DATE OF COUNCIL MEETING: September 27, 2005

DATE: September 22, 2005

PRESENTATION:

Request to Block Streets for YMCA's Annual Peaks of Otter Christmas Classic Foot Race - Bedford Area YMCA

The Bedford Area YMCA is requesting permission to hold its Annual Peaks of Otter Christmas Classic Foot Race on Saturday, December 3, 2005, and to block the following streets from 8:00 a.m. to 11:30 a.m.:

Peaks Street, Whitfield Drive, Oakwood Street, Longwood Avenue, Hampton Ridge Avenue and Elm Street

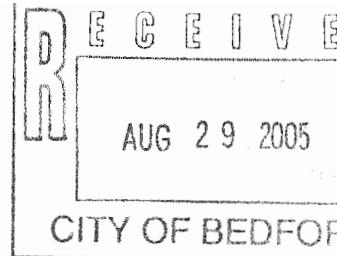
ACTION REQUESTED:

City Council is requested to approve the closing of the above streets for the YMCA's Annual Peaks of Otter Christmas Classic Foot Race from 8:00 a.m. to 11:30 a.m. on December 3, 2005.

		YES	NO	OTHER	<u>ROUTING</u>	
DATE: _____	FLOOD	()	()	()	CITY ATTY. ()	HR ()
	HUBBARD	()	()	()	CITY TREAS. ()	PKS/REC/CEM ()
APPROVED ()	MESSIER	()	()	()	COMM.DEV. ()	POLICE ()
DENIED ()	PADGETT	()	()	()	COMM.REV. ()	PUBLIC WKS. ()
DEFERRED TO:	STANLEY	()	()	()	ELECTRIC ()	SEWER ()
_____	THARP	()	()	()	ENGINEERING ()	WATER ()
	WANDREI	()	()	()	FINANCE ()	OTHER: _____
					FIRE DEPT. ()	



We build strong kids, strong families, strong communities.



Executive Director
Mary Jo Boone

Mr. Meadows
City Manager, Bedford City
P.O. Box 807
Bedford, VA.
24523

Aug. 25, 2005

Dear Mr. Meadows,

I would like request permission to conduct the YMCA's Annual Peaks Otter Christmas Classic foot race. The course will be the same as in years past.

The course will start at the Bedford Middle School, exit onto Peaks Street, turn right onto Whitfield Dr, and left onto Oakwood. The 5k portion will continue down Oakwood for .28k more and turn around. The 10k portion will continue down Oakwood for 2.78k more and then turn around (in the County). Once the runners are heading back toward town on Oakwood Street, they will turn right onto Longwood Street and then continue on Longwood back to the Middle School entering at the upper (Longwood) entrance.

I would like to request that the right lane of traffic be closed off using cones beginning at Longwood Baptist Church, and continuing to Elm Street on Longwood. This will provide our participates with an extra margin of safety on Longwood street. This road will need to be coned off from 8:00am- 11:30pm.

The Date for this is Saturday, December 3, 2005. The race start time will remain the same in years past 8:30 am., with approximately 250 runners participating. Also a letter will be sent to the residents of that area. I have enclosed the letter and a racecourse map.

Sincerely,

Joshua D. Ranes
Fitness Director
Bedford Area YMCA
540-586-3483



Bedford Area YMCA

1160 Turnpike Road, P.O. Box 1026, Bedford, VA 24523

540.586-3483 fax: 540.587-5310

**CITY OF BEDFORD, VIRGINIA
CITY COUNCIL
ACTION FORM**

ITEM: Consent Agenda

DATE OF COUNCIL MEETING: September 27, 2005

DATE: September 19, 2005

PRESENTATION:

Request to Block Streets – Bedford Main Street, Inc.

Bedford Main Street, Inc. is requesting that Council authorize blocking the following streets to facilitate possible crowd overflow from the Bedford Council for the Arts' Gallery Walk (6:00 p.m. to 10:00 p.m.) on Friday, September 30, 2005. Bedford Main Street will notify affected businesses, as well as the Police Department, Fire Department and Rescue Squad.

The request is for the closure of South Bridge Street from the intersection with Main to southern terminus of Centertown Park, leaving the lower $\frac{3}{4}$ of the 100 block of South Bridge Street open to traffic and parking.

ACTION REQUESTED:

City Council is requested to grant permission to block the above street from 6:00 p.m. to 10:00 p.m. on Friday, September 30, 2005.

		YES	NO	OTHER	<u>ROUTING</u>	
DATE:_____	FLOOD	()	()	()	CITY ATTY. ()	HR ()
	HUBBARD	()	()	()	CITY TREAS. ()	PKS/REC/CEM ()
APPROVED ()	MESSIER	()	()	()	COMM.DEV. ()	POLICE ()
DENIED ()	PADGETT	()	()	()	COMM.REV. ()	PUBLIC WKS. ()
DEFERRED TO:	STANLEY	()	()	()	ELECTRIC ()	SEWER ()
_____	THARP	()	()	()	ENGINEERING ()	WATER ()
	WANDREI	()	()	()	FINANCE ()	OTHER:_____
					FIRE DEPT. ()	



Bedford Main Street I N C O R P O R A T E D

Celebrating 20 Years of Preservation & Economic Development in Historic Centertown Bedford

Post Office Box 405 • 101 North Bridge Street, Suite 3 • Bedford, Virginia 24523 • 540-586-2148 • www.CenterTownBedford.com

Board of Directors

Cindy Connor, President
Rainbow Tree Artisan Gallery

Bill Mosley, Vice President
Bedford Hardware

Lenora Zimmerman, Secretary
Gingerbread Cafe

Robert T. Wandrei, Treasurer
Bedford City Council

Ray Garland
Bedford Historical Society

Jack Gross
Interim City Manager

Danny Johnson
Peaks of Otter Winery

Chuck Millard
Bluebird Antiques & Estate
Jewelry

Dan Plattus
Centertown Property Owner

Tommy Reynolds
R&R Realty

Ronnie Rice
Bedford Power Washing

Lynn Scott
Bedford Welcome Center

Patti Siehien
Bedford Council for the Arts

John Sites
Outdoor Enterprises

Jeff Taylor
ABC 13 WSET-TV

W. Scott Smith
Executive Director

Sheila Laughlin
Office Manager

Diane Wilson
Volunteer Coordinator

Hillary Hartley

16 September 2005

Jack Gross, Interim City Manager
City of Bedford
Post Office Box 807
Bedford, Virginia 24523

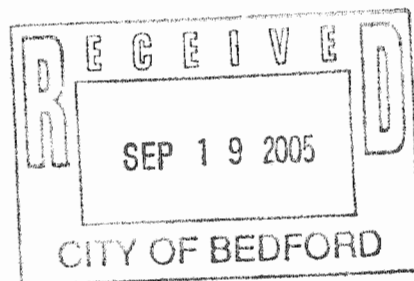
Dear Jack:

I am writing to request the closure of the 100 block of South Bridge Street between the hours of 6:00pm and 10:00pm on Friday September 30th to facilitate a Gallery Walk that is being hosted by the Bedford Council for the Arts and Bedford Main Street, Inc.

Hopefully, Council will be able to consider this request at its 27 September meeting. Please let me know if you have any questions.

Sincerely,

W. Scott Smith
Executive Director



**CITY OF BEDFORD, VIRGINIA
CITY COUNCIL
ACTION FORM**

ITEM: Renewal of Agreement – Bedford Community Health Foundation

DATE OF COUNCIL MEETING: September 27, 2005

DATE: September 23, 2005

PRESENTATION:

Attached is a copy of a proposed agreement for the Bedford Community Health Foundation to continue using space in the Bedford Central Library building.

ACTION REQUESTED:

City Council is requested to authorize the City Manager to execute the agreement for the Bedford Community Health Foundation to use portions of the Central Library building for its offices.

		YES	NO	OTHER	<u>ROUTING</u>	
DATE:_____	FLOOD	()	()	()	CITY ATTY. ()	HR ()
	HUBBARD	()	()	()	CITY TREAS. ()	PKS/REC/CEM ()
APPROVED ()	MESSIER	()	()	()	COMM.DEV. ()	POLICE ()
DENIED ()	PADGETT	()	()	()	COMM.REV. ()	PUBLIC WKS. ()
DEFERRED TO:	STANLEY	()	()	()	ELECTRIC ()	SEWER ()
_____	THARP	()	()	()	ENGINEERING ()	WATER ()
	WANDREI	()	()	()	FINANCE ()	OTHER:_____
					FIRE DEPT. ()	

AGREEMENT

This Agreement, entered into this 27th day of May 2005, by and between the CITY OF BEDFORD, VIRGINIA (the "City") party of the first part; and the BOARD OF TRUSTEES OF THE BEDFORD PUBLIC LIBRARY (the "Library Board"), parties of the second part; and BEDFORD COMMUNITY HEALTH FOUNDATION, INC (the "Health Foundation"), party of the third part.

RECITALS

1. The Library Board governs the operations of the regional library system serving the citizens of the City of Bedford and of Bedford County, and pursuant to the agreement creating the Regional Library, the City provides to the Library Board library facilities within the City free of any requirement for payment of rent.

2. The City is owner of the real estate and buildings located on North Bridge Street in the City of Bedford, Virginia on which is constructed the Central Library building used by the Library Board.

3. There is additional space in the Central Library building not presently needed for library purposes which the Health Foundation has been using pursuant to an Agreement dated May 9, 1995 which had a term of five (5) years and which was extended for an additional five (5) years ending May 9, 2005.

4. The parties desire for the Health Foundation to continue to operate in the existing office space used by it and desire to enter into a new written agreement defining the respective rights, duties and liabilities relating to this arrangement.

AGREEMENTS

In consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Grant of License. The City grants to the Health Foundation the exclusive license, right and privilege for the term specified herein to use the area located on the upper floor, northwest corner of the Bedford Public Library, as office and administrative space. This area is referred to herein as the "Health Foundation office area."

The City also grants to the Health Foundation during the term of this Agreement the right to use the Library conference room subject to the approval of the Library Director and the right to use the Library meeting room, subject to applicable rules and regulations adopted by the Library Board in respect to use and scheduling by third parties.

2. Term of Agreement.

A. The term of this agreement shall be for five (5) years commencing on October 1, 2005 and terminating at 11:59 pm on September 30, 2010, unless sooner terminated in accordance with the terms of this Agreement.

B. If the tenant with the permission of the City shall continue to occupy the demised premises after the expiration or earlier termination of the term or any written renewal or extension of the lease without a new lease, such occupancy shall be deemed to be under a month-to-month tenancy. Such month-to-month term shall continue until either party hereto notifies the other in writing, by at least sixty (60) days before the first day of any calendar month, that the party giving such sixty (60) day notice elects to terminate such tenancy at the end of the sixty (60) days, in which event such tenancy shall so terminate. Any such month-to-month tenancy shall be upon the same terms and subject to the same conditions as those set forth in the provisions of this lease, provided, that if the City gives the Chamber, by at least sixty (60) days before the end of any calendar month during such month-to-month tenancy, written notice that such terms and conditions (including any there relating to the amount in payment of rent) shall, after such month, be modified in any manner specified in such notice, then such tenancy shall, after such month, be upon the terms and subject to the same conditions, as are modified.

3. Grants to Library. In consideration for the use of the facilities of the City and Library Board hereunder, the Health Foundation agrees to make annual grants of \$6,000 to the Library Board, payable in January of each year during the term of this agreement.

4. Use of Designated Premises. The Health Foundation agrees to use the Health Foundation office area as its primary office and headquarters. The Foundation will make available a desk and other office equipment in the office area for use by staff of Health Care non-profit agency serving Bedford, such as the Alzheimer's Association, American Cancer Society, American Heart Association, Central Virginia Commission on Aging, Central Virginia Community Services, Crises Line, March of Dimes, Mental Health Association, and the National Multiple Sclerosis Society.

5. Health Foundation's right to use common areas. The City and the Library Board give to the Health Foundation and its employees, authorized representatives, and invitees a non-exclusive right to reasonable use and enjoyment of the common areas of the public library building, including public restroom facilities. The Health Foundation shall be entitled to parking in common with other users of the library on such terms and conditions as may be established by the Library Director. The Foundation staff plus the staffs of other agencies using the Foundation shall have access to the Health Foundation area during normal library operating hours. The Foundation staff subject to approval by the Library Director will be given access to the building prior to normal public hours, provided that members of the Library staff are present.

6. Cooperative Use of Facilities and Signage. The Health Foundation and non-profit health care agencies working with it may use the public meeting room of the library for seminars and programs dealing with health issues, subject to applicable rules and regulations adopted by the Library Board in respect to use and scheduling by third parties. The Health Foundation may use the Library conference room for its board meetings, subject to scheduling approval by the Library Director. To the extent possible under licensing

agreements and copyright laws, the Health Foundation and the Library Board agree to make health information obtained through grants hereunder available by electronic means to the City in order to allow the City to incorporate such information into networks accessible to the public. The Health Foundation may provide signage on the Library property subject to approval of the Library Director.

7. Utilities and Maintenance. The Library Board shall furnish electricity, air conditioning and heat and routine janitorial service. The Health Foundation will be responsible for the installation and costs of telephone service.

8. No Interest in Real Estate. This Agreement shall be deemed a license by the City for use of the designated areas of the library by the Health Foundation and does not constitute an interest or estate of any kind or extent whatever in the City real estate and does not constitute a leasehold interest subject to real estate taxation.

9. Insurance. The Health Foundation agrees at all times to carry adequate fire insurance on its property or that of its employees on City's premises; to carry Workers' Compensation insurance to the full requirements of the State of Virginia for employees of the Foundation; to carry public liability insurance for the benefit of the Foundation naming the City and the Library Board as additional insureds in an amount of not less than One Million Dollars (\$1,000,000.00); and to pay the premiums for such insurance and furnish The City and The Library Board with certificates from the insurance companies for all the above policies, such insurance companies to be acceptable to licensor.

10. Ownership of Improvements and Furnishings. Furnishings, fixtures, and equipment installed by the Health Foundation, including its office equipment, its office furniture, and its board table and chairs, shall be the property of the Health Foundation. On termination of the Agreement, the Health Foundation shall remove any such property and shall repair any damage to the demised premises resulting from the installation or removal of such property.

All permanent improvements to the real estate made by the Health Foundation shall become a part of the real estate owned by the City.

11. Access to Building and Office. The City and the Library Director shall have the right to enter the areas used by the Health Foundation in order to inspect the Premises, to provide routine maintenance and janitorial services, and to make necessary repairs. The Library Director shall provide the Health Foundation with necessary keys for access to the building and the Health Foundation office area. The Health Foundation shall be responsible for providing locking cabinets in order to secure confidential files and records.

12. Events of Default.

a. Each agreement of Health Foundation contained in this Agreement is material and of the essence of this Agreement, and if Health Foundation shall default or permit a breach in whole or in part of any covenant, agreement, or stipulation (including payment of grants) specified in this Agreement to be kept by it, City may give Health Foundation notice in writing to be sent by registered mail, of such breach or default and Health Foundation shall have forty five (45) days after the notice within which to cure and rectify such breach or default, then it shall be lawful for City, its successors or assigns, without further notice, to declare this Agreement and privilege terminated and to demand possession of the premises from Health Foundation or from any person or persons occupying same, without prejudice to any claim for damages, or breach of contract, or for grants or guarantees of future grants, or to any other remedies, legal or equitable, to which City may be entitled.

b. In the event of such breach or default and Health Foundation's failure to rectify same, as provided above, City is hereby authorized, with or without process of law, to enter onto the premises, and to expel, remove, and put off Health Foundation, together with all property of every kind belonging to it, and to repossess and enjoy the premises in the same manner as before the execution of this Agreement.

13. Termination or Expiration of Agreement Term. Upon termination or expiration of this Agreement, City shall have the right to reenter and repossess

the Premises and may dispossess the Health Foundation and remove the Health Foundation and all other persons and property from the Premises. Health Foundation shall leave its office area in good and "Broom Clean" conditions, ordinary wear and tear excepted.

14. Waiver. Failure of the City to insist, in any one or more instances, upon a strict performance of the covenants of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment of such right, but the same shall continue and remain in full force and effect. No waiver by the City of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the City

15. Notice. Any notice to the Health Foundation shall be sent by regular mail, postage prepaid to Health Foundation at P.O. Box 1104, Bedford, Virginia

Any notice to the City shall be sent by regular mail, postage prepaid to the City in care of the City Manager, P.O. Box 807, Bedford, Virginia 24523.

Any notice to the Library Board shall be sent by regular mail to the Library Board in care of the Library Director at 321 North Bridge Street, Bedford, Virginia 24523.

16. Entire Agreement. This Agreement embodies the entire agreement between the parties and shall not be altered, changed or modified in any respect without a written instrument duly executed by all parties.

17. Applicable Law. This instrument shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Virginia.

18. Benefits. This Agreement is binding upon and shall enure to the benefit of all the respective parties.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

CITY OF BEDFORD, VIRGINIA

BY: _____

Its City Manager

BEDFORD COMMUNITY HEALTH FOUNDATION, INC.

BY: _____

Title: _____

BOARD OF TRUSTEES OF THE BEDFORD
PUBLIC LIBRARY

BY: _____

Its Chairman

STATE OF VIRGINIA, TO-WIT:
CITY OF BEDFORD

The foregoing instrument was acknowledged before me on this ____ day of
September 2005 by Jack A. Gross on behalf of the City of Bedford, Virginia

Notary Public

My Commission expires: _____

STATE OF VIRGINIA, TO-WIT:
CITY OF BEDFORD

The foregoing instrument was acknowledged before me on this ____ day of
September 2005 by _____ on behalf of the Bedford
Community Health Foundation, Inc.

Notary Public

My Commission expires: _____

STATE OF VIRGINIA, TO-WIT:
CITY OF BEDFORD

The foregoing instrument was acknowledged before me on this ____ day of
September 2005 by _____, Chairman of the Board of
Trustees of the Bedford Public Library

Notary Public

My Commission expires: _____

**CITY OF BEDFORD, VIRGINIA
CITY COUNCIL
ACTION FORM**

ITEM: Proposal – Sanitary Sewer System Evaluation and Capacity Assurance Plan

DATE OF COUNCIL MEETING: September 27, 2005

DATE: September 19, 2005

PRESENTATION:

Patton Harris Rust and Associates, PC has submitted a contract for engineering to conduct a sanitary sewer system evaluation and capacity assurance plan for the City of Bedford. This project will include the following: 1) review of data containing information on sanitary sewer improvements since 1999; 2) comprehensive sanitary sewer system evaluation which includes evaluating the progress made on correcting sewer inflow and infiltration problems; and 3) preparation of comprehensive capacity assurance plan which includes a computer model of the sewer collection system which will determine current sewer collection system capacity and identify areas of insufficient capacity for future development.

This project was advertised on June 22, 2005, and three engineering firms were interviewed on August 24, 2005. Patton Harris Rust and Associates, PC was unanimously selected for the project by the City's selection committee.

These reports are required to be submitted to the department of environmental quality by December 31, 2005, in accordance with the consent agreement the City has with the DEQ. Funds are available in the water and sewer operating budget inflow and infiltration line item.

ACTION REQUESTED:

City Council is requested to approve the Engineering Services Proposal for the Sanitary Sewer System Evaluation and Capacity Assurance Plan submitted by Patton Harris Rust and Associates, PC dated September 12, 2005, in the amount of \$39,900.00.

		YES	NO	OTHER	ROUTING	
DATE:_____	FLOOD	()	()	()	CITY ATTY.	() HR ()
	HUBBARD	()	()	()	CITY TREAS.	() PKS/REC/CEM ()
APPROVED ()	MESSIER	()	()	()	COMM.DEV.	() POLICE ()
DENIED ()	PADGETT	()	()	()	COMM.REV.	() PUBLIC WKS. ()
DEFERRED TO:	STANLEY	()	()	()	ELECTRIC	() SEWER ()
_____	THARP	()	()	()	ENGINEERING	() WATER ()
	WANDREI	()	()	()	FINANCE	() OTHER:_____
					FIRE DEPT.	()

September 12, 2005

Mr. Clarke W. Gibson
Director of Public Works
City of Bedford
702 Orange Street
Bedford, VA 24523

**Re: Revised Engineering Services Proposal for
Sanitary Sewer System Evaluation and Capacity Assurance Plan**

Dear Clarke:

Patton Harris Rust and Associates, pc (PHR+A) is pleased to provide this proposal for engineering services to conduct a Sanitary Sewer System Evaluation and Capacity Assurance Plan for the City of Bedford.

Specifically, PHR+A's Proposal consists of the following:

SCOPE OF SERVICES

Task 1: Data Review

PHR+A will obtain copies of existing data, studies, and reports from the City for subsequent use and review. The copies will be in digital format where possible and in hard copy format if not available digitally. We will review the information provided with respect to the Sanitary Sewer System Evaluation and Capacity Assurance Plan. Specifically, we will review the following:

- a. 1999 Sanitary Sewer Capacity Analysis
- b. 2000 Water and Sewer Master Plan
- c. 2001 Inflow and Infiltration (I/I) Report
- d. 2003 Sewer Rehabilitation Record Drawings
- e. Eagle Point Computer Model and Database
- f. City Sewer Repair Project Record Drawings
- g. City Overflow and Bypass Records
- h. City Pumping Station and Wastewater Treatment Plant (WWTP) Flow Data
- i. City Rainfall Data
- j. Pumping Station Upgrade Project Record Drawings
- k. Pumping Station Equipment Data
- l. Pumping Station Operation and Maintenance Manuals
- m. Sanitary Sewer Survey Data



VIRGINIA OFFICES:

Chantilly
Bridgewater
Leesburg
Virginia Beach
Woodbridge

LABORATORY:

Chantilly

MARYLAND OFFICES:

Columbia
Frederick
Germantown
Hollywood

**WEST VIRGINIA
OFFICE:**

Martinsburg

T 800.552.PHRA
T 540.828.2616
F 540.828.6437
116 North Main St.
P.O. Box 46
Bridgewater, VA
22812

During the data review process, it is possible that additional data or information may be identified that may be pertinent or helpful to the project. PHR+A will review such data or information, as needed.

Task 2: System Evaluation

PHR+A will use the results of the flow monitoring program conducted for the 2001 I/I Study as an historical baseline for estimating flow in the City's sanitary sewer collection system. We will update the baseline flow data by comparing it to the more recent pumping station and WWTP flow data collected by the City. Where applicable, we will make adjustments to the flow data to account for I/I reductions previously achieved, system overflow or bypass estimates, and flow increases due to recent or planned growth.

Once the flow has been updated and applied to the collection system, we will correlate the flow to the recent rainfall data collected by the City to evaluate the climatic conditions that create overflows or bypasses. We will provide the results of the evaluation in a report with supporting documentation. An integral part of the system evaluation and report involves the preparation of the Capacity Assurance Plan described below.

Task 3: Capacity Assurance Plan

PHR+A will conduct a capacity analysis of the City's sanitary sewer system by using the City's existing computer model for baseline data. We will transfer the data from its current format (Eagle Point) into SewerCAD format. We will assist the City with implementation of SewerCAD on the City's computer system and will install the sewer model on the City's computer system.

We will then use SewerCAD for updating the computer model of the collection system (estimated 12 miles of sewer and associated manholes). We will use existing record drawings or construction drawings to update applicable portions of the computer model. We will account for potential growth in the City and the Joint Economic Development Areas.

Once the model has been updated, we will use the model to identify full flow capacities of each modeled line segment. We will show the full flow capacities of the modeled line segments in tabular form and with a graphical (bar chart type) illustration.

We will then use the model to evaluate the collection system under the following three (3) flow scenarios:

- a. Full flow capacity conditions as governed by the physical characteristics of the modeled line segments.

- b. Estimated flow conditions based on the updated flow data prepared under Task 2 above.
- c. Estimated flow conditions required to cause system overflows or bypasses with grouped segments of the system and at key system locations.

We will evaluate the results of the modeled scenarios listed above to identify areas of hydraulic deficiency or inadequate capacity. We will estimate the site and system conditions that help produce the deficiencies.

As part of the evaluation process, we will produce profiles of selected portions of the collection system. The profiles will be used to show the hydraulic grade line of the wastewater within the pipe run, the location of predicted overflows, and the location of potential overflows at flow rates in excess of those expected in the system.

PHR+A

PHR+A will evaluate the following alternatives (singularly or in combination) for correcting the deficiencies found:

- a. Continuing I/I abatement activities.
- b. Increasing pipe capacities using pipe bursting or traditional replacement methods.
- c. Modifying pumping station construction, operations, or equipment.
- d. Providing relief sewers through parallel lines or by re-routing.

We will evaluate the alternatives based on the merits and disadvantages associated with the performance, constructability, estimated costs, and similar factors for each applicable option. We will provide recommendations for corrective action and will prioritize the actions according to specific criteria established through joint discussions with the City and VDEQ.

We will prepare a project-based schedule for implementing the corrective actions for the years 2006 through 2008. Where applicable, the schedule will outline anticipated start and completion dates and durations for design; reviews and approvals; permitting; bidding and award; and construction.

Upon completion of the Capacity Assurance Plan, we will include it as part of report for the Task 2 System Evaluation. We will prepare and submit for review, a draft report, with supporting documentation, that will outline the findings and recommendations of the study. We will submit a final report upon receipt and discussion of comments on the draft report on or before December 9, 2005.

FEE

PHR+A's estimated fee for conducting Tasks 1 through 3 as described in the above Scope of Services is \$39,900.00.

TERMS

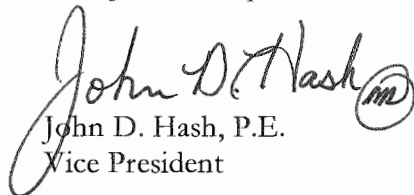
Both PHR+A and the client agree to comply with Attachment A, Standard Terms and Conditions which is attached and made a part of this agreement.


Please indicate your written acceptance of this agreement by signing below and returning one copy. This executed proposal will serve as your written authorization to proceed.

We appreciate the opportunity to submit this proposal and look forward to working with you on this important project. In the meantime, if you should have any questions, please do not hesitate to contact us.

Respectfully Submitted,
Patton Harris Rust & Associates
A Professional Corporation

PHR+A


John D. Hash, P.E.
Vice President


David H. Irvin, P.E.
Project Manager

Encl:JDH/DHI:mhl:LP2005-9

F:\Meranda\LP2005\September\Gibson 09 12 05.doc

Acknowledged and accepted this _____ day of _____, 2005

By: _____

Signature

Title

Attachment A: Standard Terms and Conditions

These Standard Terms and Conditions are incorporated by reference into the proposal of Patton Harris Rust & Associates, pc (PHR+A) for the performance of professional services ("PHR+A Services"). They are binding as if fully set forth in the proposal. However, when proposal terms contradict terms set forth here, the proposal shall supersede.

1. *Period of Offer.* PHR+A's proposal must be accepted within thirty (30) days of the date of the proposal. Acceptance will serve as PHR+A's Notice to Proceed. Any extension of this thirty (30) day period shall be by mutual written agreement.
2. *Authorized Representative.* Client will specify in writing its authorized representative to communicate with PHR+A.
3. *Ownership of Documents.* All field data, drawings, specifications, studies, reports and other work produced by PHR+A for this project are instruments of service for this project only, and shall remain the exclusive property of PHR+A until all payments are made. Reuse of any instruments of service by Client on extensions of the project or any other project, without the written permission of PHR+A, is prohibited. Client may not alter any instrument of service without the express written consent of PHR+A.
4. *Fees and Compensation.* If Client requests PHR+A to perform additional services not included in PHR+A's proposal, Client agrees to compensate PHR+A for such services according to the hourly rate schedule in effect at the time the services are performed or according to an agreed upon lump sum fee. PHR+A's hourly rate schedule is adjusted periodically to compensate for rising pay scales, changed conditions, and other costs. The schedule of fees does not include charges due to governmental agencies for review and approval. Upon notification by PHR+A, Client shall promptly furnish such charges.
5. *Reimbursable Expenses.* Client shall pay PHR+A for all reimbursable expenses incurred, according to the rate schedule. Direct costs not included in the rate schedule, including but not limited to submittal fees, photographic expenses, deliveries and external printing services, will be billed at 1.15 times actual cost.
6. *Payment Terms.* PHR+A shall submit monthly invoices to Client based on the estimated percent completion for lump sum or fixed fee elements, and for actual time spent on hourly rate tasks according to the hourly rate schedule then in effect. Any sums quoted in PHR+A's proposal as estimates are estimates only and Client will pay for all services actually rendered. Payment is due upon receipt of the invoice. If payment is not received within thirty (30) days of the billing date, one and one-half percent (1.5%) of the billed amount will be added for each 30 days that the bill is outstanding from the billing date. If any invoice is not paid within sixty (60) days of the billing date, PHR+A may stop work. Client agrees that the failure of other parties to compensate it shall not be cause for Client to withhold fees due PHR+A. PHR+A reserves the right to refuse to provide any instruments of service prepared by PHR+A until all delinquent invoices are paid in full. If PHR+A does not receive written notification within thirty (30) days of the date of a disputed invoice, it will be deemed correct. Payments received that do not indicate the invoices being paid will be applied against outstanding invoices at PHR+A's discretion. Client agrees not to set off payments of PHR+A invoices by amounts due or claimed from PHR+A.
7. *Coordination Between Client and PHR+A.* Client will give written notification of any matter that might adversely affect the scope or timing of services, or any defect in the final work submitted by PHR+A, as detected. PHR+A is not liable for damages caused by delays in performance that arise from events beyond our control.
8. *Construction Costs.* PHR+A is not responsible for project or construction cost estimates or opinions as we have no control over the cost of labor, materials, services furnished by others, or bidding or market conditions.
9. *Meetings.* PHR+A will attend all meetings required by Client, its agents, or any public agency. PHR+A will be compensated for all meetings not included in the original proposal as additional services as provided in Paragraph 4.
10. *Earthwork and Quantity Estimates.* If provided for herein, PHR+A will establish preliminary earthwork volume estimates after basic design and preliminary grading have been established. Such estimates are approximations, with no guarantee of accuracy or that cut and fill will balance. Upon approval of final design, PHR+A will provide, if included in the scope, any detailed quantity estimates for public improvements, at Client's expense.
11. *Plan Processing.* The plans will be engineered according to government regulations and policies and the criteria specified by Client at the initiation of this project. The fee schedule does not include changes and revisions to the final plans, other than those required through the normal governmental approval process. After acceptance of PHR+A's proposal, Client shall promptly furnish project design criteria to PHR+A. Client will be furnished a set of all plans for review prior to initial submission to governmental agencies. After Client review and acceptance of plans, any further changes or revisions requested by Client will be additional services. PHR+A provides routine submission of the engineering plans and related documents for approval; however, it may be necessary to perform special services to better serve Client's needs. Because the extent of these special services cannot be foreseen, they are not included in the proposal and shall be performed on an hourly basis as additional services as provided in Paragraph 4.
12. *Termination.* Upon written notification from Client, PHR+A will stop work on any work that Client may wish to suspend. If work performed by PHR+A is suspended, canceled or abandoned, Client shall pay PHR+A for all work completed or partially completed, on the basis of the fee schedule and estimated percent completion, plus compensation for all extras, additional work and other costs, losses or damages incurred. All amounts earned by PHR+A up to the date of cancellation shall be payable thirty (30) days from that date.
13. *Liability.* Client agrees to limit PHR+A's liability to the Client and to all third parties due to PHR+A's negligent acts, errors or omissions, such that the total aggregate liability of PHR+A, its agents and employees shall not exceed the lesser of \$50,000 or PHR+A's total fee for services rendered on this project. This limitation shall be deemed to be a part of the negotiated terms of this agreement. The maximum amount may be increased at the time of entering into this agreement and upon payment of an additional fee for greater risk assumed in an amount set by PHR+A. In addition, any employee or agent of PHR+A shall not have individual liability to Client in addition to or in excess of PHR+A's liability. If judgment is entered against any such individual, Client agrees to look exclusively to the assets of PHR+A for satisfaction.
14. *Indemnity.* Client agrees to indemnify PHR+A from all liability, economic loss, damages, attorney's fees and expenses which PHR+A may incur because of or as a consequence of Client's actions, including breach, termination, suspension, cancellation, or abandonment of this agreement. Such indemnification includes job site conditions and hazards. In the event of payment or obligation that would entitle PHR+A to indemnity, an itemized statement thereof, with the vouchers or other evidence of such payment or obligation sworn to by an officer of PHR+A, shall be prima facie evidence of the liability of Client. Separate suits may be brought hereunder as causes of action accrue or the cost or loss is incurred. Any suit upon a cause of action shall not prejudice or bar subsequent suits. Client waives claims of res judicata and collateral estoppel as to any claims brought by PHR+A.

15. *Delivery of CADD Files.* In utilizing any work on any form of electronic media provided by PHR+A, Client agrees that all such drawings and data are instruments of service as provided in Paragraph 3. Client agrees to waive all claims against and to indemnify PHR+A as provided in Paragraph 14 from claims arising from any changes made by anyone other than PHR+A, or from errors in data translation/conversion.
16. *Notification of Hazards.* Client shall advise PHR+A promptly of any known or suspected hazardous substances or conditions on or near the job site.
17. *Health and Safety.* PHR+A may take immediate measures in PHR+A's sole judgment to protect health and safety. Client agrees to compensate PHR+A for its additional costs to protect health and safety.
18. *Miscellaneous.* Client and PHR+A agree to not assign or transfer their interest in, or obligations under, this agreement without prior written consent. This agreement shall be interpreted according to the laws of Virginia, except the laws of the state in which PHR+A's work is performed shall govern if none of the work is performed in Virginia. This agreement constitutes the entire agreement between PHR+A and Client and any related prior or contemporaneous understandings or agreements are merged herein. No subsequent modifications shall be effective unless in writing and accepted by both parties. If any provision of this agreement is declared illegal or unenforceable, the remaining provisions shall not be affected. The rights of PHR+A and Client shall be construed as if the agreement did not contain such provision.

(Paragraphs 19 through 24 apply to Geotechnical Engineering Services.)

19. *Access To Site.* Client will arrange and provide access to the site as necessary for PHR+A to perform the work. PHR+A shall take reasonable precautions to minimize damage to the site as the result of its work. PHR+A has not included in its fee the cost of restoration. If Client desires for PHR+A to restore the site to its former condition, PHR+A will perform such additional work on an hourly basis as additional services as provided in Paragraph 4. Any excess soil cuttings generated by drilling or test pit operations will be left on the project site.
20. *Underground Utilities and Structures.* PHR+A will take reasonable precautions to avoid damage to underground structures or utilities. Client will advise PHR+A of known or suspected underground features that could affect PHR+A's services. Client agrees to indemnify PHR+A as provided in Paragraph 14 for any damages relating to structures or utilities which are not called to PHR+A's attention and correctly shown on furnished plans. Client is responsible for locating private utilities not marked by Miss Utility.
21. *Subsurface Investigation Data.* Services are intended only to develop data to represent conditions and/or physical properties at the points investigated, at the time when such services were performed. Stratification lines as shown by boring logs and test pits represent only an approximation of actual stratigraphy. No warranty is expressed or implied as to the adequacy of the number of test borings, test pits, and other points of observation.
22. *Samples and Reports.* Soil and rock core samples will be retained for up to 30 days after issuance of our report and then discarded unless otherwise requested, at additional charge. Five copies of the report will be issued. Additional copies will be provided for a fee. Delivery of documents or samples by courier, express mail, or special handling will be billed per the rate schedule.

23. *Observation Services.* If included in the proposal, PHR+A will observe and report on specific aspects or phases of construction. PHR+A's services do not include supervision or direction of work, and neither the presence of PHR+A's field representative nor the observation and testing by PHR+A shall excuse the Client for defects. Client is solely responsible for safety and working conditions on the job site. PHR+A services do not include review of the adequacy of the contractor's safety measures. PHR+A will not be responsible for any contractor's failure to comply with the Occupational Health and Safety Act of 1970 or any similar state or local law or ordinance.
24. *Changed Conditions/Unanticipated Hazardous Materials.* If unforeseen conditions or hazardous substances are encountered which, in PHR+A's sole judgment, may significantly affect the services, PHR+A will promptly notify Client. PHR+A may:
 - a. If practicable, in PHR+A's sole judgment, complete the original scope of services;
 - b. Agree with Client to modify the scope and fee to include the study of unforeseen conditions or occurrences; or
 - c. Terminate the services.

(Paragraphs 25 - 28 apply to Site Assessment Services.)

25. *Contaminated Samples.* If samples, materials, or equipment contain hazardous substances or are detrimental to health or safety, PHR+A will, after completion of testing and at client's expense, (i) return them to Client or (ii) using a manifest signed by Client as generator, have them transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with decontamination, storage, transport, and disposal. All equipment contaminated in performing services under this agreement that cannot be reasonably decontaminated shall become the property and responsibility of Client. Client agrees to pay the replacement value of any such equipment. PHR+A is acting on Client's behalf and does not assume title to such samples or materials.
26. *No Joint and Several Liability.* Client waives any claim against PHR+A and agrees to indemnify PHR+A as provided in Paragraph 14 from any claim against PHR+A for creating a hazardous condition or permitting one to exist.
27. *Confidentiality.* PHR+A is not in charge of the site, and is not otherwise responsible to report to any federal, state or local public agencies any conditions that may present a potential danger to public health, safety, or the environment. Client agrees to notify such agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to public health, safety, or the environment. PHR+A shall have no liability or responsibility to Client or to any other person or entity for reporting or disclosures, and Client shall indemnify PHR+A as provided in Paragraph 14 for reporting or disclosing such information under a bona fide belief or upon advice of counsel that such reporting or disclosure was required by law or was necessary to protect public health, safety, or the environment.
28. *Waste Disposal.* If hazardous waste conditions are identified on the site, PHR+A will notify Client. The handling, transportation and disposal of such materials are the responsibility of Client and its licensed hazardous waste disposal contractor. PHR+A is not responsible for inspection and approval of any phase of hazardous waste clean up, removal, transportation and disposal. PHR+A personnel will only visit a hazardous waste site upon receipt of notification that the site is safe and non-hazardous.

**CITY OF BEDFORD, VIRGINIA
CITY COUNCIL
ACTION FORM**

ITEM: Purchase of Property for Proposed Solid-Waste Transfer Station

DATE OF COUNCIL MEETING: September 27, 2005

DATE: September 19, 2005

PRESENTATION:

In order to construct the proposed solid-waste transfer station, it will be necessary for the City to purchase approximately ½ acre strip of land situated between the landfill property and the proposed transfer station site located on Orange Street. This strip of land is part of a 9.49 acre parcel which was assessed by the City at \$45,000 several years ago. The property owner has agreed to sell the property to the City for a purchase price of \$3,000. After receiving permission to execute the contract to purchase the property, a survey will be conducted and Council will be asked to approve conveyance of the deed.

ACTION REQUESTED:

City Council is requested to approve the purchase of approximately ½ acre strip of land situated between the landfill property and the proposed transfer site located on Orange Street from Mrs. Kitty Johnston for \$3,000, and authorize the City Manager to execute the contract. This property is needed to construct the proposed solid waste transfer station.

		YES	NO	OTHER	<u>ROUTING</u>	
DATE:_____	FLOOD	()	()	()	CITY ATTY. ()	HR ()
	HUBBARD	()	()	()	CITY TREAS. ()	PKS/REC/CEM ()
APPROVED ()	MESSIER	()	()	()	COMM.DEV. ()	POLICE ()
DENIED ()	PADGETT	()	()	()	COMM.REV. ()	PUBLIC WKS. ()
DEFERRED TO:	STANLEY	()	()	()	ELECTRIC ()	SEWER ()
_____	THARP	()	()	()	ENGINEERING ()	WATER ()
	WANDREI	()	()	()	FINANCE ()	OTHER:_____
					FIRE DEPT. ()	

REAL ESTATE PURCHASE CONTRACT

This Real Estate Purchase Contract made and entered into this 20th day of September 2005, by and between **KITTY LEE F. JOHNSTON** (herein referred to as "Owner"), party of the first part; and **THE CITY OF BEDFORD, VIRGINIA**, a municipal corporation chartered by the Commonwealth of Virginia (herein referred to as "City"), party of the second part.

RECITALS

A. Seller is the owner of a strip of land 25 feet in width which is part of land conveyed to Lawrence D. Johnston and Kitty Lee F. Johnston by Jimmie J. Morgan, Jr. by a deed dated May 23, 1972 and recorded in the Clerk's Office of the Circuit Court of Bedford County in Deed Book 379, at page 783 and which is shown on the Bedford City Tax Land Maps as Parcel No. 197-A-5. The 25 foot strip of land, which is the subject of this contract (and referred to as "Johnston real estate") is the portion of the Johnston property which lies along the southern boundary of two lots owned by the City and described on the tax maps as Tax Map No. 197-A-4 and 197-A-10. A map of the properties is attached hereto.

B. The City desires to purchase the 25 foot Johnston real estate pursuant to the terms and conditions set forth hereinafter, including a provision that the purchase must be approved by the City Council; and the owner has agreed to sell, pursuant to said provisions; and the parties desire to confirm in writing their agreements.

AGREEMENT OF SALE

The City agrees to buy and owner agrees to sell the 25 foot Johnston real estate together with any improvements thereon. No personal property is included in this sale.

TERMS OF SALE

The Contract is subject to the following conditions:

1. Price and Terms of Payment. The purchase price for the property shall be \$3,000. The City has paid to owner a deposit of \$100, receipt of which is hereby acknowledged by owner. At closing, the balance of the purchase price shall be paid in cash, subject to adjustments to pro-ration of taxes and other adjustments provided for herein. The deposit shall be returned to the City only in case the transaction does not proceed to settlement due to the failure of the City Council to approve the sale or due to failure of the Owner to convey title or the failure of any contingency provided for herein.

2. Contingency upon City Council Approval. This contract is subject to approval by the City Council of the City of Bedford. The City of Bedford may cancel this Contract if such approval is not received by September 28, 2005 and the City so notifies Owner. If the City does not so notify Owner within this time, this contingency shall no longer be binding.

3. Closing costs and Pro-rations.

A. Upon execution of this Contract by Owner and delivery of a copy to City, the City at its own expense shall have a Plat of Survey prepared showing the lot to be conveyed and the acreage thereof, and all corners shall be marked with permanent pins.

B. Owner at her own expense shall have a deed to the property prepared in a form approved by the City attorney.

C. Taxes and assessments for the current year shall be pro-rated between the parties as of the date of closing.

D. All recording costs shall be paid by the City.

E. The settlement or closing of the transaction shall occur at the office of the City Attorney, William W. Berry, IV, 206 E. Main Street, Bedford, Virginia 24523 within thirty (30) days of the execution of the Contract and delivery of a copy to the City. (The deed must be approved by the City Council, and the closing shall be scheduled accordingly.)

4. Title to the Property and Delivery of Deed. Owner at closing shall grant and convey the property to the City by a General Warranty Deed with English Covenants to Title, free of all encumbrances, tenancies or leases, and liens, for taxes or otherwise, and free of any restrictions or other matters which would prevent the City from using the property as a part of an Industrial Park, but subject to customary utility easements. If a title examination reveals a title defect which cannot be cured within thirty (30) days by Owner, the City shall have the right (i) to terminate this contract in which event the deposit will be refunded and the parties will have no further obligations hereunder or (ii) the City may waive the defect and proceed to settlement with no adjustment to the purchase price.

5. Limited Access to Property. The City shall have the right upon reasonable notice to the Owner to enter on the property for the limited purpose of making surveys, conducting tests, and examination of land. The work shall be done in a manner that causes the least possible disturbance to the possession of Owner.

6. Disclosures. The parties agree that there are no real estate agents involved in this transaction and that no real estate commissions have been incurred, that the property is not subject to any property owner's association or the Virginia Condominium Act, and that there are no improvements upon the real estate which would require disclosure under the Virginia Residential Property Disclosure Act.

7. Miscellaneous Matters. This contract represents the entire agreement between the parties and may not be modified or changed except by written instrument executed by the parties. The contract shall be construed, interpreted and applied according to the laws of the Commonwealth of Virginia, and shall be binding upon and shall insure to the benefit of the heirs, personal representatives, successors and assigns of the parties.

8. Notices. Any notices to the City hereunder shall be given in writing to the City Manager at P.O. Drawer, 807, 215 E. Main Street, Bedford, Virginia 24523. Any notices to Owner shall be given in writing to Kitty Lee F. Johnston,

2263 Lizard Ridge Road, Bedford, Virginia 24523. Such written notices shall be delivered in person or mailed by registered mail to the address set forth above or to such future addresses as may be designated in writing by either party.

WITNESS THE FOLLOWING DULY AUTHORIZED SIGNATURES AND SEALS:

THE CITY OF BEDFORD, VIRGINIA

By: _____

Jack A. Gross, City Manager

Kitty F. Johnston

**CITY OF BEDFORD, VIRGINIA
CITY COUNCIL
ACTION FORM**

ITEM: Presentation – U. S. Department of Justice Law Enforcement Technology Grant

DATE OF COUNCIL MEETING: September 27, 2005

DATE: September 19, 2005

PRESENTATION:

The U. S. Department of Justice has awarded the Police Department a law enforcement technology grant for \$39,466.00 for the use in developing its wireless system. No matching or in-kind funds are required. Congressman Virgil Goode was instrumental in securing this grant for the City. We would like to thank Congressman Goode for his guidance and effort on behalf of the City in applying for the grant and successfully following it through the federal budget process.

ACTION REQUESTED:

City Council is requested to appropriate the grant award of \$39,466.00 for use by the Police Department towards the development of its wireless system.

		YES	NO	OTHER	<u>ROUTING</u>	
DATE:_____	FLOOD	()	()	()	CITY ATTY. ()	HR ()
	HUBBARD	()	()	()	CITY TREAS. ()	PKS/REC/CEM ()
APPROVED ()	MESSIER	()	()	()	COMM.DEV. ()	POLICE ()
DENIED ()	PADGETT	()	()	()	COMM.REV. ()	PUBLIC WKS. ()
DEFERRED TO:	STANLEY	()	()	()	ELECTRIC ()	SEWER ()
_____	THARP	()	()	()	ENGINEERING ()	WATER ()
	WANDREI	()	()	()	FINANCE ()	OTHER:_____
					FIRE DEPT. ()	

**CITY OF BEDFORD, VIRGINIA
CITY COUNCIL
ACTION FORM**

ITEM: Change in Deputy Emergency Management Coordinator

-

DATE OF COUNCIL MEETING: September 27, 2005

DATE: September 19, 2005

PRESENTATION:

The Deputy Emergency Management Coordinator's position is vacant. City Council needs to appoint an individual to fill this position. In the recent past, the City Manager was appointed and served until his resignation.

ACTION REQUESTED:

Council is requested to appoint Jack A. Gross as the Deputy Emergency Management Coordinator for the City of Bedford.

		YES	NO	OTHER	<u>ROUTING</u>	
DATE:_____	FLOOD	()	()	()	CITY ATTY. ()	HR ()
	HUBBARD	()	()	()	CITY TREAS. ()	PKS/REC/CEM ()
APPROVED ()	MESSIER	()	()	()	COMM.DEV. ()	POLICE ()
DENIED ()	PADGETT	()	()	()	COMM.REV. ()	PUBLIC WKS. ()
DEFERRED TO:	STANLEY	()	()	()	ELECTRIC ()	SEWER ()
_____	THARP	()	()	()	ENGINEERING ()	WATER ()
	WANDREI	()	()	()	FINANCE ()	OTHER:_____
					FIRE DEPT. ()	

**CITY OF BEDFORD, VIRGINIA
CITY COUNCIL
ACTION FORM**

ITEM: Resolution of Official Intent to Reimburse Expenditures with Proceeds of a Borrowing

DATE OF COUNCIL MEETING: September 27, 2005

DATE: September 22, 2005

PRESENTATION:

The City intends to borrow funds to finance the construction of the Solid Waste Transfer Station, construction of a water line adjacent to the closed City landfill and completing the requirements of the Corrective Action Plan for the closed City landfill. These projects and the related borrowing were approved by City Council as part of the fiscal year 2006 capital budget. The total price of the project is estimated to be \$2,745,000.

In connection with that borrowing, Council needs to adopt a "reimbursement resolution" providing for the reimbursement to the City from the bond proceeds of certain expenses that will have been incurred in the period 60-days prior to the date of the resolution. (This is required under certain technical Internal Revenue Code provisions.)

Christopher Kulp with the law firm of Hunton & Williams has acted as bond counsel for the City and has reviewed the necessary reimbursement resolution.

ACTION REQUESTED:

City Council is requested to adopt the attached reimbursement resolution.

		YES	NO	OTHER	<u>ROUTING</u>	
DATE:_____	FLOOD	()	()	()	CITY ATTY. ()	HR ()
	HUBBARD	()	()	()	CITY TREAS. ()	PKS/REC/CEM ()
APPROVED ()	MESSIER	()	()	()	COMM.DEV. ()	POLICE ()
DENIED ()	PADGETT	()	()	()	COMM.REV. ()	PUBLIC WKS. ()
DEFERRED TO:	STANLEY	()	()	()	ELECTRIC ()	SEWER ()
_____	THARP	()	()	()	ENGINEERING ()	WATER ()
	WANDREI	()	()	()	FINANCE ()	OTHER:_____
					FIRE DEPT. ()	

**RESOLUTION OF OFFICIAL INTENT TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF A BORROWING**

WHEREAS, the City of Bedford, Virginia (the “Borrower”), intends to construct a Solid Waste Transfer Station, construct a water line adjacent to the closed City Landfill and complete the requirements of the Corrective Action Plan for the closed City Landfill for the Solid Waste Fund (the “Project”); and

WHEREAS, plans for the Project have advanced and the Borrower expects to advance its own funds to pay expenditures related to the Project (the “Expenditures”) prior to incurring indebtedness and to receive reimbursement for such Expenditures from proceeds of tax-exempt bonds or taxable debt, or both;

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BEDFORD, VIRGINIA:

1. The Borrower intends to utilize the proceeds of tax-exempt bonds (the “Bonds”) or to incur other debt, in an amount not currently expected to exceed \$2,745,000 to pay the costs of the Project.

2. The Borrower intends that the proceeds of the Bonds be used to reimburse the Borrower for Expenditures with respect to the Project made on or after July 29, 2005, which date is no more than 60 days prior to the date hereof. The Borrower reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Bonds or other debt.

3. Each Expenditure was or will be, unless otherwise approved by bond counsel, either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to the Bonds, (c) a nonrecurring item that is not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the Borrower so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Borrower.

4. The Borrower intends to make a reimbursement allocation, which is a written allocation by the Borrower that evidences the Borrower’s use of proceeds of the Bonds to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The Borrower recognizes that exceptions are available for certain “preliminary expenditures,” costs of issuance, certain de minimis amounts, expenditures by “small issuers” (based on the year of issuance and not the year of expenditure) and expenditures for construction of at least five years.

5. The Borrower intends that the adoption of this resolution confirms the “official intent” within the meaning of Treasury Regulations Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended.

6. This resolution shall take effect immediately upon its passage.

**CITY OF BEDFORD, VIRGINIA
CITY COUNCIL
ACTION FORM**

ITEM: Resolution – Public Power Month

DATE OF COUNCIL MEETING: September 27, 2005

DATE: September 22, 2005

PRESENTATION:

October has been designated as Public Power Month, in which communities across the United States celebrate their commitment to providing public power for their citizens and customers. October is also the month in which the City of Bedford Electric Department celebrates its 106th anniversary as the provider of public power to the community.

ACTION REQUESTED:

City Council is requested to adopt a Resolution declaring October as Public Power Month in the City of Bedford and recognizing October as the 106th anniversary for the City of Bedford Electric Department.

		YES	NO	OTHER	<u>ROUTING</u>	
DATE: _____	FLOOD	()	()	()	CITY ATTY.	()
	HUBBARD	()	()	()	CITY TREAS.	()
APPROVED ()	MESSIER	()	()	()	COMM.DEV.	()
DENIED ()	PADGETT	()	()	()	COMM.REV.	()
DEFERRED TO: _____	STANLEY	()	()	()	ELECTRIC	()
	THARP	()	()	()	ENGINEERING	()
	WANDREI	()	()	()	FINANCE	()
					FIRE DEPT.	()
					OTHER: _____	

**Resolution Declaring October
As Public Power Month**

WHEREAS, the citizens of Bedford have chosen to operate a community-owned, not-for-profit electric utility; and

WHEREAS, we are both consumers and owners of our public power system and have a direct say in utility operations and policies; and

WHEREAS, The City of Bedford Electric Department provides our homes, businesses, farms, social service, and local government agencies with reliable, efficient, and cost-effective electricity employing sound business practices designed to ensure the best possible service at the lowest possible rates; and

WHEREAS, The City of Bedford Electric Department is part of a community of 2,000 publicly owned electric utilities in the United States that through consumer-ownership ensure competition in the electric utility industry to the benefit of electricity consumers everywhere; and

WHEREAS, the City began operation of its municipal electric system in 1899 and has provided our citizens and other customers with reliable, low-cost power for 106 years;

NOW, THEREFORE, BE IT RESOLVED, that the month of October be declared as Public Power Month in order to honor the City of Bedford Electric Department, its consumers-owners, policy makers, and employees, who work together to provide the best possible electric service, and that our community join hands with other public power communities across the nation and celebrate the benefits of public power to our local and national progress.